

RECRUITMENT AGREEMENT

This Recruitment Agreement entered into by and between:

(Name of Philippine Agency)

with office address at _____
_____, Philippines,
represented by its President/Manager/Owner Mr./Ms. _____,
hereinafter referred to as **Legal Representative**;

-and-

(Name of Hong Kong Agency)

with office address at _____,
Hong Kong-SAR, represented by its Manager/Director/Owner Mr./Ms. _____,
hereinafter referred to as **Employer/Foreign Principal**; set forth the following purposes, terms and stipulations:

I. GENERAL PROVISIONS

- A. The Employer/Foreign Principal shall utilize services and facilities of _____ for the purpose of pre-selection, recruitment, processing and documentation of Overseas Filipino Workers through the said Legal Representative for its operations in Hong Kong. The Legal Representative shall also avail of such services and facilities for the rehiring of workers as appropriate.
- B. The Legal Representative shall make available pre-screened applicants as required/requested by the Employer/Foreign Principal.
- C. As may be agreed upon by the parties, the Employer/Foreign Principal shall have the final authority on the selection of applicants in the Philippines for employment. Selection shall satisfy the requirements of the Employer/Foreign Principal for all intents and purposes.
- D. The services of the Legal Representative shall include but not limited to medical examinations, processing, documentation, mandatory briefing/orientation on the working and living conditions of the country of employment, facilitation of documentation for

travel like security and police clearance, passport and other necessary services/assistance needed by the applicants.

- E. The Legal Representative shall provide facilities and services for the processing and documentation of Overseas Filipino Workers hired by the Employer/Foreign Principal under such terms and conditions as may be agreed upon by the parties.

II. FEES AND TERMS OF PAYMENT

- A. The Employer/Foreign Principal shall pay to the Legal Representative the sum of US\$_____ per selected Overseas Filipino Worker as recruitment service fee for the pre-selection, documentation and processing in accordance with the rules and regulations issued by the Department of Labor and Employment.

III. TRAVEL ARRANGEMENT

- A. The Employer/Foreign Principal shall be solely responsible for and bear the expenses of securing entry visa or work permits and payment/provision of air ticket including traveling allowances for recruited/accepted workers.

IV. EMPLOYMENT

- A. The recruits shall take up employment under the Hong Kong Standard Employment Contract herein attached as “Annex A” which forms as an integral part of this Agreement, which are subject to approval by the Department of Labor and Employment.
- B. In case of renewal of Employment Contract between the Employer and the same Overseas Filipino Worker, the said Overseas Filipino Worker may be entitled to a reasonable adjustment in salary and benefits in accordance with the pay scale and practices prevailing in the country of employment.

V. AUTHORITY, JOINT AND SOLIDARITY LIABILITY OF LEGAL REPRESENTATIVE

The Employer/Foreign Principal authorizes the Legal Representative as its exclusive and sole representative in all matters involving the recruitment and hiring of Overseas Filipino Workers for overseas jobs.

By virtue of the said authority, the Legal Representative is granted the following powers and obligations:

- A. To represent the Employer/Foreign Principal before any and all government and private offices/agencies in the Philippines.
- B. To enter into any and all contracts with any persons, corporations, institutions or entities in a joint venture or as partner in the recruitment, hiring and placement of Overseas Filipino Workers for overseas employment.

- C. To sign, authenticate, receive and deliver all documents necessary to complete any transaction related to such recruitment and hiring, including making necessary actions to facilitate the departure of recruited Overseas Filipino Workers in accordance with the Labor Code of the Philippines, as amended, and its rules and regulations.
- D. To file suit, defend and enter into any compromises/settlements for and in behalf of the Employer/Foreign Principal in litigations involving recruitment, hiring and employment of Overseas Filipino Workers for the said employer.
- E. To assume jointly and solidarily with the Employer/Foreign Principal any liability/responsibility that may arise in connection with the recruitment, hiring and employment of the Overseas Filipino Worker including full implementation of the Employment Contract.

VI. REMITTANCE OF FOREIGN EXCHANGE EARNINGS

- A. The Employer/Foreign Principal or his legal/authorized representative shall assist the Overseas Filipino Worker in remitting a portion of his/her salary through the proper banking channels or other means authorized by law.

VII. RESPONSIBILITIES OF THE EMPLOYER

- A. The Employer/Foreign Principal shall exert all possible efforts to enhance the welfare and protect the rights of Overseas Filipino Worker hired under this Agreement in accordance with the laws of the Philippines, his country of employment and international covenants on expatriate employment and in accordance with the best possible treatment already extended to other workers at the place/country of employment.
- B. Except for reasons caused by the fault of Overseas Filipino Worker, force majeure, or flight delay, the Employer/Foreign Principal shall transport the Overseas Filipino Worker to the worksite within sixty (60) days from the date of scheduled departure as specified by the Employer upon filing of job requisition. Should the Employer fails to do so for a valid or justifiable reason, he shall pay the Overseas Filipino Worker reasonable compensation as may be determined by the appropriate authorities for every month or a fraction thereof of the delay. Payment made under this provision shall be given to the Overseas Filipino Worker through the Employer's Legal Representative or to a government agency appropriate for the purpose.
- C. In case of termination of the Overseas Filipino Worker's employment for cause or as a result of death or injury, the Employer shall immediately inform the Migrant Workers Office (MWO) and/or the Department of Migrant Workers (DMW) and the Legal Representative about said event.
- D. In case of death of the Employee, the Employer shall bear the expenses for the repatriation of the remains of the Employee and his personal properties to his relatives in the Philippines, or if repatriation is not possible under certain circumstances, the proper

disposition thereof, upon previous arrangement with the worker's next of kin, or in the absence of the latter, the nearest Migrant Workers Office or Embassy / Consulate. In all cases, the Employer shall ensure that all benefits due to the Overseas Filipino Worker shall be made to him/her or his/her beneficiaries immediately upon termination of the employment.

VIII. SETTLEMENT OF DISPUTES

- A. In case of disputes arising from the implementation of the Employment Contract between the Employer and the Overseas Filipino Worker, all effort shall be made to settle them amicably. If necessary, such negotiations be undertaken in cooperation with and participation of the MWO/Embassy/Consulate nearest the site of employment.
- B. In case amicable settlement fails, the matter shall be submitted to the competent or appropriate body in the country of employment. During the process of settlement or while the case is pending, the affected Overseas Filipino Worker shall endeavor to fulfill his contractual obligations and the Employer shall ensure that such obligations shall be undertaken without duress or recrimination.
- C. In case of disputes involving the Recruitment Agreement, the parties thereto shall resolve it amicably. If effort to settle amicably fails, the dispute shall be referred to the International Chamber of Commerce for hearing and adjudication or to appropriate Agency/Court where the parties agreed to settle the disputes.

IX. TERMINATION OF AGREEMENT

- A. This Recruitment Agreement shall be in effect for a minimum period of one (1) year and a maximum period of four (4) years from the date of signing unless terminated by either party, thirty (30) days written notice shall be served prior to said premature termination.
- B. The responsibilities of the parties shall be in effect until the completion of the last employment contract signed with a recruited/hired Overseas Filipino Worker under this Agreement.
- C. The rights of the Overseas Filipino Worker recruited/hired under this Agreement must be recognized and the terms and conditions of the contract of employment shall be strictly adhered to and complied with.
- D. Unless either party so notifies the other of its termination, this Agreement shall be renewed on or before the expiration of its accreditation/registration.

X. LANGUAGE OF AGREEMENT

This agreement is written both in English and the official Language of the country of employment and both copies deemed binding on the parties. However, in case of doubt, the English version will prevail.

XI. GOVERNING LAW

This Agreement shall be the law between the parties and shall be interpreted in accordance with the laws of the Philippines but not to the exclusion of and prejudice to the laws of the Country of Employment, International Laws covenants and practices.

IN WITNESS WHEREOF, WE have hereunto sign our name and affix our signature this ____ day of _____ 20____, at _____.

For the Hong Kong Agency:

For the Philippine Agency:

(Signature over printed name/ agency chop)

(Signature over printed name/ agency chop)

Signed in the presence of:

Witness
(Signature over printed name)

Witness
(Signature over printed name)